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FILED
Superior Court of California
County of Los Angeles

NOV 17 2017

Sherri R. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

Attorneys for Defendants, NEA DELIVERY, LLC; AMAZON.COM, INC.; APOSTOLOS
MAGULIOTIS (ERRONEOUSLY NAMED AND SERVED AS APOSTOLOS MARGUIOTIS);
and AMAZON LOGISTICS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

AARON YOUNG,

Plaintiff,

v.

NEA DELIVERY, LLC; AMAZON.COM,
INC.; APOSTOLOS MARGUIOTIS, and
DOES 1 through 100, inclusive,

Defendants.

Case No. BC621762

[Assigned for All Purposes to Judge David
Sotelo, Dept. 91]

**DEFENDANTS AMAZON.COM INC.
AND AMAZON LOGISTICS, INC.'S
NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGMENT, OR IN
THE ALTERNATIVE, MOTION FOR
SUMMARY ADJUDICATION**

Date: February 2, 2018

Time: 1:30 p.m.

Dept.: 91

Reservation No.: 170725237206

[Filed concurrently with Separate Statement of
Undisputed Material Facts; Declaration of
Richard Nyhan; Declaration of James A.
Chortanian; [Proposed] Order; [Proposed
Judgment]

Action Filed: May 26, 2016

Trial Date: March 19, 2018

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that on February 2, 2018 at 1:30 p.m. in Department 91 of the Los
Angeles Superior Court Central District, located at 111 N. Hill St., Los Angeles, CA 90012,

LEGAL:10390-0019/8024447.1

1 Defendants AMAZON.COM, INC. and AMAZON LOGISTICS, INC. will and hereby do move the
2 court for Summary Judgment, or in the alternative Summary Adjudication, in their favor and against
3 Plaintiff AARON YOUNG. Defendants AMAZON.COM, INC. and AMAZON LOGISTICS, INC.
4 bring this Motion on the following grounds:

5 1. Apostolos Maguliotis was not an employee or agent of Amazon.com, Inc. or Amazon
6 Logistics, Inc. and therefore vicarious liability cannot extend to Amazon.com, Inc. or Amazon
7 Logistics, Inc. Therefore, summary judgment, or in the alternative, summary adjudication in favor of
8 the moving Defendants should properly be granted.

9 2. There is no ostensible agency relationship between Apostolos Maguliotis and either
10 Amazon.com, Inc. or Amazon Logistics, Inc. and therefore vicarious liability cannot extend to
11 Amazon.com, Inc. or Amazon Logistics, Inc. Therefore, summary judgment, or in the alternative,
12 summary adjudication in favor of the moving Defendants should properly be granted.

13 This Motion is made pursuant to the provisions of California *Code of Civil Procedure* § 437c
14 and is based upon this Notice of Motion, the accompanying Memorandum of Points and Authorities,
15 the concurrently filed Separate Statement of Undisputed Material Facts, the accompanying
16 Declarations of Richard Nyhan and James A. Chortanian, Esq., the attached exhibits, the court file,
17 and upon such other oral and/or documentary evidence as this court may choose consider at the time
18 of hearing.

19
20 DATED: November 16, 2017

WOOD, SMITH, HENNING & BERMAN LLP

21
22 By: 

23 BRIAN L. HOFFMAN

24 JAMES A. CHORTANIAN

25 Attorneys for Defendants, NEA DELIVERY, LLC;
26 AMAZON.COM, INC.; APOSTOLOS MAGULIOTIS
27 (ERRONEOUSLY NAMED AND SERVED AS
28 APOSTOLOS MARGUIOTIS); and AMAZON
LOGISTICS, INC.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a Negligence action brought by plaintiff Aaron Young that arises from a fall he sustained while riding his bicycle on Montana Avenue in Santa Monica, California on September 27, 2015. The Complaint was filed on May 26, 2016, asserting a sole cause of action for Negligence against NEA Delivery, LLC, Amazon.com, Inc., and Apostolos Maguliotis (erroneously named and served as Apostolos Marguiotis). (Attached as Exhibit "1" to the Declaration of James A. Chortanian.) On August 5, 2016, Amazon.com, Inc. filed its Answer to the Complaint, asserting fifteen (15) affirmative defenses. (Attached as Exhibit "2" to the Declaration of James A. Chortanian.) On May 26, 2017, plaintiff amended the Complaint to add Amazon Logistics, Inc. as Doe Defendant One. (Attached as Exhibit "5" to the Declaration of James A. Chortanian.) On June 30, 2017, Amazon Logistics, Inc. filed its Answer to the Complaint, asserting fifteen (15) affirmative defenses. (Attached as Exhibit "6" to the Declaration of James A. Chortanian.)

Plaintiff Aaron Young (hereinafter "Mr. Young") contends that delivery driver Apostolos Maguliotis negligently operated a delivery fleet vehicle and that Amazon.com, Inc. and Amazon Logistics, Inc. are vicariously liable for his alleged injuries under the doctrine of respondeat superior because Apostolos Maguliotis was acting in the course and scope of his employment for Amazon.com, Inc. and Amazon Logistics, Inc. Defendants Amazon.com, Inc. and Amazon Logistics, Inc. contend that there are no triable issues of material fact with respect to Mr. Young's contentions against them because Apostolos Maguliotis was not an employee or agent of either Amazon.com, Inc. or Amazon Logistics, Inc., and therefore neither Amazon.com, Inc. nor Amazon Logistics, Inc. can be held to be vicariously liable for the acts of Apostolos Maguliotis.

II. STATEMENT OF UNDISPUTED FACTS

Amazon.com, Inc. is an electronic commerce and cloud computing company that hosts a retail website wherein various products can be purchased for delivery. Amazon Logistics, Inc. contracts with delivery providers to deliver packages from a central location to its customers. NEA Delivery, LLC operates solely as a delivery service provider and screens, hires, trains, employs,

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1 and pays its delivery drivers to provide delivery services for various business entities. (**Separate**
2 **Statement of Undisputed Material Facts (hereinafter "SSUMF") Nos. 7 & 8.**)

3 On March 13, 2015, NEA Delivery, LLC entered into a contractual agreement with
4 Amazon Logistics, Inc. to deliver packages from a central location for compensation at various
5 distribution centers throughout California, including, but not limited to, a distribution center
6 known as DLA-1 in Inglewood, California. (**SSUMF No. 9.**) Pursuant to the terms of the March
7 13, 2015 contract, and the mutual understanding and agreement between NEA Delivery, LLC and
8 Amazon Logistics, Inc., NEA Delivery, LLC was the exclusive employer of its delivery drivers
9 and had exclusive responsibility for its personnel. It was also understood that NEA Delivery, LLC
10 personnel, including, but not limited to, its delivery drivers, were not eligible to participate in any
11 employment benefit plans or other benefits available to Amazon Logistics, Inc. or Amazon.com,
12 Inc. employees. It was further understood that NEA Delivery, LLC personnel, including, but not
13 limited to, its delivery drivers, did not have authority to bind Amazon Logistics, Inc.,
14 Amazon.com, Inc. or any of their affiliates to any agreement or obligation. (**SSUMF No. 10.**)

15 At all times, and on September 27, 2015, NEA Delivery, LLC was required to hire, train,
16 and employ all drivers assigned to perform delivery services under the contractual agreement.

17 (**SSUMF No. 11.**) At all times, and on September 27, 2015, NEA Delivery, LLC used and
18 maintained its own fleet vehicles to provide delivery services for Amazon Logistics, Inc.

19 (**SSUMF No. 12.**) At all times, and on September 27, 2015, NEA Delivery, LLC was not the
20 only delivery service provider that provided delivery services to Amazon Logistics, Inc. out of the
21 distribution center known as DLA-1 in Inglewood, California. Several other delivery service
22 providers operated and provided delivery services to Amazon Logistics, Inc. out of that location as
23 well. (**SSUMF No. 13.**)

24 At all times, and on September 27, 2015, Apostolos Maguliotis was employed by NEA
25 Delivery, LLC as a delivery driver and he worked out of the distribution center known as DLA-1
26 in Inglewood, California, where he would retrieve his packages for delivery and begin his delivery
27 route. The delivery routes for NEA Delivery, LLC delivery drivers were set by Amazon Logistics,
28 Inc., but the drivers could elect to take different delivery routes on their own volition. (**SSUMF**

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1 No. 14.) Per its ordinary course of business, and its custom and practice, NEA Delivery, LLC
2 screened, hired, trained, employed, and paid Apostolos Maguliotis to work as a delivery driver.
3 (SSUMF No. 15.) NEA Delivery, LLC paid Apostolos Maguliotis as a delivery driver on an
4 hourly basis, based on the time he would clock-in and clock-out. (SSUMF No. 16.)

5 On September 27, 2015, Apostolos Maguliotis was working within the course and scope of
6 his employment as a delivery driver for NEA Delivery, LLC and delivered packages on a delivery
7 route, part of which was in Santa Monica, California. At all times, and on September 27, 2015,
8 the vehicle driven by Apostolos Maguliotis was the property of NEA Delivery, LLC and the
9 Amazon logo did not appear anywhere on the vehicle driven by Apostolos Maguliotis. (SSUMF
10 No. 17.) At all times, and on September 27, 2015, NEA Delivery, LLC had its own liability
11 insurance to cover the negligent acts of its employees, which included, but was not limited to, any
12 negligent acts by Apostolos Maguliotis. (SSUMF No. 18.)

13 At all times on September 27, 2015, Apostolos Maguliotis was working as an employee of
14 NEA Delivery, LLC as a delivery driver and was acting within the course and scope of his
15 employment as a delivery driver with NEA Delivery, LLC. (SSUMF No. 19.) At no time was
16 Apostolos Maguliotis ever employed by Amazon Logistics, Inc. or Amazon.com, Inc. (SSUMF
17 No. 20.) At no time did Amazon.com, Inc. or Amazon Logistics, Inc. ever pay Apostolos
18 Maguliotis for his work as a delivery driver with NEA Delivery, LLC. (SSUMF No. 22.)

19 Mr. Young contends that he was riding his bicycle on Montana Avenue in Santa Monica,
20 California, on September 27, 2015, when Apostolos Maguliotis opened the driver's door of the
21 parked delivery vehicle he was operating in such a way that caused Mr. Young fall and suffer
22 several alleged injuries. (SSUMF No. 1.)

23 **III. SUMMARY JUDGMENT MUST BE GRANTED AS A MATTER OF LAW WHEN**
24 **THERE IS NO TRIABLE ISSUE OF MATERIAL FACT**

25 Under *Code of Civil Procedure* § 437c, a party may move for summary judgment, or in the
26 alternative, summary adjudication. Section 437c provides in pertinent part:

27 (a) Any party may move for summary judgment in any action or proceeding if
28 it is contended that the action has no merit or that there is no defense to the action
or proceeding ...

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(c) The motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law ...

(See *Newhall Land & Farming Co. v. McCarthy Construction*, (2001) 88 Cal. App. 4th 769, 772-773.) It would be an abuse of discretion to deny summary judgment when the moving papers establish that there is no triable issue of material fact. (*Whitney's at the Beach v. Superior Court* (1970) 3 Cal. App. 3d 258, 266.)

The purpose of a summary judgment motion is to "provide courts with a mechanism to cut through the parties' pleadings in order to determine whether, despite their allegations, trial is in fact necessary to resolve their dispute." (*Aguilar v. Atlantic Richfield Co.*, (2001) 25 Cal.4th 826, 843.) Nonetheless, the pleadings serve as the "outer measure of materiality" in a summary judgment motion, and the motion may not be granted or denied on issues not raised in the pleadings. (*FDI Development, Inc. v. Nakashima*, (1991) 231 Cal. App. 3d 367, 381-382.) In a motion for summary judgment, a defendant meets his burden by proving that one or more elements of the cause of action cannot be established. (*Newhall Land & Farming Co.*, *supra*, at 772-773.) At that point, the burden shifts to the plaintiff to show the existence of a triable issue of material fact. (*Id.*)

IV. APOSTOLOS MAGULIOTIS WAS NOT AN EMPLOYEE OR AGENT OF AMAZON.COM, INC. OR AMAZON LOGISTICS, INC.

Apostolos Maguliotis is not, and has never been, an employee or agent of Amazon.com, Inc. or Amazon Logistics, Inc. The only way plaintiff could sustain a claim against either Amazon.com, Inc. or Amazon Logistics, Inc. is by a showing that they were employers of Apostolos Maguliotis and are vicariously liable for his alleged negligent conduct. Thus, the critical issue as to Amazon.com, Inc. and Amazon Logistics, Inc. has always been whether they are the employers of Apostolos Maguliotis and are vicariously liable for his conduct. Absent a showing of an employer and employee relationship, liability cannot attach to Amazon.com, Inc. or Amazon Logistics, Inc., and they should never have been sued as defendants in this matter.

The general rule-to which there are numerous exceptions-is that the hirer of an independent contractor is not liable to third parties for the contractor's negligence. (*Fonseca v. County of*

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1 *Orange* (1972) 28 Cal. App. 3d 361, 365.) Whether a person is an employee or an independent
2 contractor is ordinarily a question of fact but if from all the facts only one inference may be drawn
3 it is a question of law. (*Brose v. Union-Tribune Publishing Co.* (1986) 183 Cal. App. 3d 1079,
4 1081.) Here, the only inference which can be raised from the facts is that Apostolos Maguliotis
5 was at all times, and acted at all times, as an employee of NEA Delivery, LLC and an independent
6 contractor with regard to Amazon.com, Inc. and Amazon Logistics, Inc.

7 An independent contractor is generally defined as a person who is employed by another to
8 perform work, who pursues an "independent employment or occupation" in performing it, and
9 who follows the employer's desires only as to the results of the work, and not as to the means
10 whereby it is to be accomplished. The most significant factor in determining the existence of an
11 employer-independent contractor relationship is the right to control the manner and means by
12 which the work is to be performed. (*Millsap v. Fed. Express Corp.* (1991), 227 Cal. App. 3d 425,
13 431.)

14 Historically, Labor & Employment and Tort Law has identified specific professions and
15 positions that are typically given independent contractor status, to include "route drivers." Route
16 drivers usually operate without supervision, and in such cases are regarded as independent
17 contractors. 3 Witkin, Summary 10th Agency § 27 (2005). This was illustrated in *Millsap*. In
18 *Millsap*, the delivery driver at issue, Christopher Pence, used his own car to deliver the packages,
19 furnished his own gas and oil, furnished his own liability insurance, and paid for whatever car
20 repairs were necessary. Additionally, Mr. Pence was paid on a "per route" basis; i.e., he was paid a
21 lump sum based on the distance traveled to deliver the packages he delivered. He would also be
22 called if there were packages available for delivery, or he would stop by to see if there was
23 anything available. Lastly, he received no employee benefits and no taxes were withheld from his
24 paychecks. *Millsap*, 227 Cal. App. 3d at 431.

25 As established by the Declaration of Richard Nyhan, submitted in support of this Motion
26 for Summary Judgment, at all times relevant to this lawsuit, Apostolos Maguliotis worked as an
27 employee of NEA Delivery, LLC as a delivery driver and was acting within the course and scope
28 of his employment as a delivery driver with NEA Delivery, LLC.

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1 Moreover, many similarities can be found between the instant case and *Millsap*. For
2 example, NEA Delivery, LLC was required to hire, train, and employ all drivers assigned to
3 perform delivery services under its contractual agreement with Amazon Logistics, Inc. and used
4 and maintained its own fleet vehicles to provide delivery services for Amazon Logistics, Inc.
5 Further, NEA Delivery, LLC was not the only delivery service provider that provided delivery
6 services to Amazon Logistics, Inc. out of the distribution center known as DLA-1 in Inglewood,
7 California. Several other delivery service providers operated and provided delivery services to
8 Amazon Logistics, Inc. out of that location as well.

9 Furthermore, NEA Delivery, LLC paid Apostolos Maguliotis as a delivery driver on an
10 hourly basis, based on the time he would clock-in and clock-out. At all times, and on September
11 27, 2015, NEA Delivery, LLC had its own liability insurance to cover the negligent acts of its
12 employees, which included, but was not limited to, any negligent acts by Apostolos Maguliotis.

13 At all times, and on September 27, 2015, the vehicle driven by Apostolos Maguliotis was
14 the property of NEA Delivery, LLC and the Amazon logo did not appear anywhere on the vehicle
15 driven by Apostolos Maguliotis.

16 Finally, pursuant to the terms of the March 13, 2015 contract, and the mutual
17 understanding and agreement between NEA Delivery, LLC and Amazon Logistics, Inc., NEA
18 Delivery, LLC was the exclusive employer of its delivery drivers and had exclusive responsibility
19 for its personnel. It was also understood that NEA Delivery, LLC personnel, including, but not
20 limited to, its delivery drivers, were not eligible to participate in any employment benefit plans or
21 other benefits available to Amazon Logistics, Inc. or Amazon.com, Inc. employees. It was further
22 understood that NEA Delivery, LLC personnel, including, but not limited to, its delivery drivers,
23 did not have authority to bind Amazon Logistics, Inc., Amazon.com, Inc. or any of their affiliates
24 to any agreement or obligation.

25 It is undisputed that Apostolos Maguliotis has never been an employee of either
26 Amazon.com, Inc. or Amazon Logistics, Inc. At all times on September 27, 2015, Apostolos
27 Maguliotis was working as an employee of NEA Delivery, LLC as a delivery driver and was
28 acting within the course and scope of his employment as a delivery driver with NEA Delivery,

1 LLC. As a result, plaintiff cannot sustain a claim against either Amazon.com, Inc. or Amazon
2 Logistics, Inc. and this Motion for Summary Judgment should be granted. Alternatively, the
3 moving Defendants request that the Court summarily adjudicate the issue of vicarious liability.

4 **V. THERE IS NO OSTENSIBLE AGENCY RELATIONSHIP BETWEEN**
5 **APOSTOLOS MAGULIOTIS AND EITHER AMAZON.COM, INC. OR AMAZON**
6 **LOGISTICS, INC.**

7 An agency is ostensible when the principal intentionally, or by want of ordinary care,
8 causes a third person to believe another to be his agent who is not really employed by him.
9 (California Civil Code §§ 2300, 2317.) The elements necessary to establish an ostensible agency
10 in both tort and other cases have been stated by various decisions. Both ostensible agency and
11 ostensible authority are forms of estoppel. (*Donnelly v. San Francisco Bridge Co.* (1897) 117
12 Cal.417, 421; *Yanchor v. Kagan* (1971) 22 Cal.App.3d 544, 549.) Generally, this theory requires
13 proof of three elements:

14 "First, the person dealing with the agent must do so with belief in the
15 agent's authority and this belief must be a reasonable one; Second, such
16 belief must be generated by some act or neglect of the principal sought to
17 be charged; Third, the third person in relying on the agent's apparent
18 authority must not be guilty of negligence."

19 The ostensible servant's conduct is irrelevant. It is only the words or acts of the principal
20 which are material. Those words or acts must be such as to cause the third person to believe the
21 agency relationship exists. (*Hartong v. Partake, Inc.* (1968) 266 Cal.App.2d 942, 960.)

22 Here, it is undisputed that the plaintiff has no factual basis to support an agency theory
23 between Apostolos Maguliotis, Amazon.com, Inc. and Amazon Logistics, Inc. Plaintiff Aaron
24 Young was riding his bicycle in Santa Monica, California, on September 27, 2015, when
25 Apostolos Maguliotis opened the driver's door of the parked delivery vehicle he was operating in
26 such a way that caused Mr. Young fall and suffer several alleged injuries. As stated above, the
27 vehicle driven by Apostolos Maguliotis on September 27, 2015 was the property of NEA
28 Delivery, LLC and the Amazon logo did not appear anywhere on the vehicle driven by Apostolos
Maguliotis. Further, there was no prior relationship between plaintiff and any party in this action

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1 that would in any way give rise to facts from which estoppel might arise. The Complaint simply
2 refers to a negligent act allegedly performed by Apostolos Maguliotis on September 27, 2017, and
3 that vicarious liability should attach to NEA Delivery, LLC, Amazon.com, Inc. and Amazon
4 Logistics, Inc. Under the principals of California law, plaintiff cannot show sufficient evidence of
5 an ostensible agency theory, and this Motion for Summary Judgment should be granted.
6 Alternatively, the moving Defendants request that the Court summarily adjudicate the issue of
7 ostensible agency.

8 **VI. IN THE ALTERNATIVE, DEFENDANTS MOVE FOR SUMMARY**
9 **ADJUDICATION**

10 The Court has authority to issue a summary adjudication of different causes of action under
11 *Code of Civil Procedure* § 437c, subdivision (f)(1). Section 437c, subdivision (f)(1) provides that
12 "[a] party may move for summary adjudication as to one or more causes of action within an
13 action...if the party contends that the cause of action has no merit." In-making this determination,
14 the Court may rely on "affidavits, declarations, admissions, answers to interrogatories, and matters
15 of which judicial notice shall or may be taken." (*Code of Civil Procedure* § 437c(b).) *Code of*
16 *Civil Procedure* § 437(c)(o)(1) and § 437(c)(o)(2) state that a cause of action has no merit if it is
17 shown that one or more elements of a cause of action cannot be established, or that there is a
18 complete defense to that cause of action. By demonstrating that either one of the above conditions
19 exist, a defendant has met his or her burden of showing that a cause of action has no merit. (*Code*
20 *of Civil Procedure* § 437(c)(p)(2).) The burden then shifts to plaintiff to show that a triable issue
21 of material fact exists. (*Id.*)

22 It is respectfully submitted that the requirements of *Code of Civil Procedure* § 437c have
23 been met and that Defendants Amazon.com, Inc. and Amazon Logistics, Inc. are entitled to
24 summary adjudication as a matter of law as to the aforementioned issues and for the reasons set
25 forth above.

26 **VII. CONCLUSION**

27 Based on the foregoing, it is respectfully requested that Judgment be entered in favor of
28 defendants Amazon.com, Inc. and Amazon Logistics, Inc. and against plaintiff, Aaron Young.

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1 Alternatively, defendants Amazon.com, Inc. and Amazon Logistics, Inc. respectfully request this
2 Court to grant summary adjudication on the issues set forth above.

3
4 DATED: November 16, 2017

WOOD, SMITH, HENNING & BERMAN LLP

5
6 By: 

7 BRIAN L. HOFFMAN

JAMES A. CHORTANIAN

8 Attorneys for Defendants, NEA DELIVERY, LLC;
9 AMAZON.COM, INC.; APOSTOLOS MAGULIOTIS
10 (ERRONEOUSLY NAMED AND SERVED AS
11 APOSTOLOS MARGUIOTIS); and AMAZON
12 LOGISTICS, INC.

1
2 **PROOF OF SERVICE**

3
4 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

5 I am employed in the County of Orange, State of California. I am over the age of eighteen
6 years and not a party to the within action. My business address is 5000 Birch Street, Suite 8500,
7 Newport Beach, CA 92660.

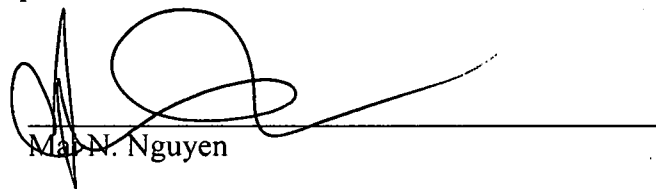
8 On November 17, 2017, I served the following document(s) described as **DEFENDANTS**
9 **AMAZON.COM INC. AND AMAZON LOGISTICS, INC.'S NOTICE OF MOTION AND**
10 **MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, MOTION FOR**
11 **SUMMARY ADJUDICATION** on the interested parties in this action as follows:

12 Eric Bryan Seuthe, Esq.
13 Law Offices of Eric Bryan Seuthe & Assoc.
14 445 S. Beverly Drive
15 Beverly Hills, CA 90212
16 Tel: (310) 277-8020
17 Fax: (310) 551-1644
18 **Attorneys for Plaintiff, Aaron Young**

19 **BY PERSONAL SERVICE:** I caused to be personally delivered the document(s) to the
20 person at the addresses listed in the Service List. (1) For a party represented by an attorney,
21 delivery was made to the attorney or at the attorney's office by leaving the documents in an
22 envelope or package clearly labeled to identify the attorney being served with a receptionist or an
23 individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the
24 documents at the party's residence with some person not less than 18 years of age between the
25 hours of eight in the morning and six in the evening.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct.

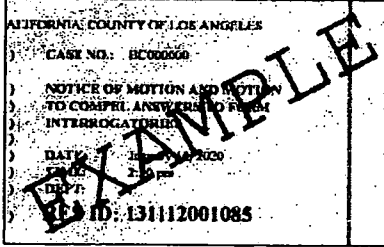
28 Executed on November 17, 2017, at Newport Beach, California.

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Mai N. Nguyen

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11/21/2017

THIS IS YOUR CRS RECEIPT

INSTRUCTIONS	
Please print this receipt and attach it to the corresponding motion/document as the last page. Indicate the Reservation ID on the motion/document face page (see example). The document will not be accepted without this receipt page and the Reservation ID.	
	

RESERVATION INFORMATION

Reservation ID: 170725237206
Transaction Date: July 25, 2017
Case Number: BC621762
Case Title: AARON YOUNG VS NEA DELIVERY LLC ET AL
Party: AMAZON.COM INC (Defendant/Respondent)
Courthouse: Stanley Mosk Courthouse
Department: 91
Reservation Type: Motion for Summary Judgment
Date: 2/2/2018
Time: 01:30 pm

FEE INFORMATION (Fees are non-refundable)

First Paper Fee: Party asserts first paper was previously paid.

Description	Fee
Motion for Summary Judgment	\$500.00
Total Fees:	Receipt Number: 1170725K6129 \$500.00

PAYMENT INFORMATION

Name on Credit Card: Gregory Amundson
Credit Card Number: XXXX-XXXX-XXXX-2974

A COPY OF THIS RECEIPT MUST BE ATTACHED TO THE CORRESPONDING MOTION/DOCUMENT AS THE LAST PAGE AND THE RESERVATION ID INDICATED ON THE MOTION/DOCUMENT FACE PAGE.